

## **April 26, 2005 - AGENDA REPORTS**

### **Agenda Item No. 4a**

City of Wichita  
City Council Meeting  
April 26, 2005

Agenda Report No. 05-0380

TO: Mayor and City Council Members

SUBJECT: Petition to construct a Sanitary Sewer Main to serve an area along Greenwich, from 1/2 mile south of 21st to K-96 Highway (District II)

INITIATED BY: Department of Public Works

AGENDA: Consent

Recommendation: Approve the Petition.

Background: The Petition has been signed by six owners, representing 100% of the improvement district.

Analysis: The project will provide sanitary sewer main service to a developing commercial corridor along Greenwich, from 1/2 mile south of 21st to K-96 Highway.

Financial Considerations: The Petition totals \$1,300,000 with \$430,000 paid by special assessments and \$870,000 paid by the Sewer Utility. The Utility share is for the cost of oversizing the pipeline to serve future development outside the improvement district. Sewer Main Benefit fees assessed to future developments will recover a large part of the Utility's share the project cost.

Legal Considerations: State Statutes provide that a Petition is valid if signed by a majority of resident property owners or the majority of the property in the improvement district.

Recommendation/Action: It is recommended that the City Council approve the Petition and adopt the Resolution.

### **Agenda Item No. 4b**

City of Wichita  
City Council Meeting  
April 26, 2005

Agenda Report No. 05-0381

TO: Mayor and City Council Members

SUBJECT: Petitions for Sanitary Sewer, Drainage and Water Distribution System improvements to serve Maple Shade Addition (east of Webb, north of Pawnee) (District II)

INITIATED BY: Department of Public Works

AGENDA: Consent

Recommendation: Approve the Petitions.

Background: The Petitions have been signed by one owner, representing 100% of the improvement districts.

Analysis: These projects will provide sanitary sewer, drainage improvements and water service to a new commercial and residential development located east of Webb, north of Pawnee.

Financial Considerations: The Petitions total \$217,000. The funding source is special assessments.

Legal Considerations: State Statutes provide that a Petition is valid if signed by a majority of resident property owners or the majority of the property in the improvement district.

Recommendation/Action: It is recommended that the City Council approve the Petitions and adopt the Resolutions (hold for development).

#### **Agenda Item No. 4c**

City of Wichita  
City Council Meeting  
April 26, 2005

Agenda Report No. 05-0382

TO: Mayor and City Council Members

SUBJECT: Petitions for Paving and Drainage improvements to serve Fox Ridge Addition (north of 29th St. North, west of Tyler) (District V)

INITIATED BY: Department of Public Works

AGENDA: Consent

Recommendation: Approve the Petitions.

Background: The Petitions have been signed by three owners, representing 100% of the improvement districts.

Analysis: These projects will provide paving and drainage improvements to a new residential development located north of 29th St. North, west of Tyler.

Financial Considerations: The Petitions total \$1,320,000. The funding source is special assessments.

Legal Considerations: State Statutes provide that a Petition is valid if signed by a majority of resident property owners or the majority of the property in the improvement district.

Recommendation/Action: It is recommended that the City Council approve the Petitions and adopt the Resolutions (hold for development).

### **Agenda Item #6**

City of Wichita  
City Council Meeting  
April 26, 2005

Agenda Report No. 05-0383

TO: Mayor and City Council

SUBJECT: Kansas World Trade Center 2005 Contract

INITIATED BY: City Manager's Office

AGENDA: Consent

Recommendation: Approve the contract.

Background: Since 1998, the City has contracted for economic development services from the Kansas World Trade Center ("KWTC") in annual amounts of \$50,000.

Analysis: The mission of the KWTC is to promote the expansion of export activities of businesses in Kansas by providing specialized assistance and research to companies wishing to expand their access to the global marketplace, or to enter it for the first time. In addition to providing consulting and targeted services and targeted research for companies that are actively seeking international trade opportunities, the KWTC also conducts promotional campaigns, seminars, trade missions and presentations aimed at creating awareness of such opportunities. Under the proposed contract for services with the City, KWTC will provide economic development services to companies seeking to increase international trade activity, for 2005.

Financial Considerations: Payment for the contractual services will not exceed \$50,000 for calendar year 2005. Funds for this purpose are budgeted in the adopted 2005 budget and will be paid from the Economic Development Fund.

Legal Considerations: The contract has been approved as to form by the Law Department.

Recommendations/Actions: It is recommended that the City Council approve the proposed 2005 contract with the Kansas World Trade Center and authorize its execution.

05-0383

Exhibit "A"

**REVISED NON-DISCRIMINATION AND  
EQUAL EMPLOYMENT OPPORTUNITY/AFFIRMATIVE ACTION PROGRAM  
REQUIREMENTS STATEMENT FOR CONTRACTS OR AGREEMENTS**

During the term of this contract, the contractor or subcontractor, vendor or supplier of the City, by whatever term identified herein, shall comply with the following Non-Discrimination--Equal Employment Opportunity/Affirmative Action Program Requirements:

- A. During the performance of this contract, the contractor, subcontractor, vendor or supplier of the City, or any of its agencies, shall comply with all the provisions of the Civil Rights

Act of 1964, as amended: The Equal Employment Opportunity Act of 1972; Presidential Executive Orders 11246, 11375, 11131; Part 60 of Title 41 of the Code of Federal Regulations; the Age Discrimination in Employment Act of 1967; the Americans with Disabilities Act of 1990 and laws, regulations or amendments as may be promulgated thereunder.

B. Requirements of the State of Kansas:

1. The contractor shall observe the provisions of the Kansas Act against Discrimination (Kansas Statutes Annotated 44-1001, et seq.) and shall not discriminate against any person in the performance of work under the present contract because of race, religion, color, sex, disability, and age except where age is a bona fide occupational qualification, national origin or ancestry;
2. In all solicitations or advertisements for employees, the contractor shall include the phrase, "Equal Opportunity Employer", or a similar phrase to be approved by the "Kansas Human Rights Commission";
3. If the contractor fails to comply with the manner in which the contractor reports to the "Kansas Human Rights Commission" in accordance with the provisions of K.S.A. 1976 Supp. 44-1031, as amended, the contractor shall be deemed to have breached this contract and it may be canceled, terminated or suspended in whole or in part by the contracting agency;
4. If the contractor is found guilty of a violation of the Kansas Act against Discrimination under a decision or order of the "Kansas Human Rights Commission" which has become final, the contractor shall be deemed to have breached the present contract, and it may be canceled, terminated or suspended in whole or in part by the contracting agency;
5. The contractor shall include the provisions of Paragraphs 1 through 4 inclusive of this Subsection B, in every subcontract or purchase so that such provisions will be binding upon such subcontractor or vendor.

C. Requirements of the City of Wichita, Kansas, relating to Non-Discrimination – Equal Employment Opportunity/Affirmative Action Program Requirements:

1. The vendor, supplier, contractor or subcontractor shall practice Non-Discrimination – Equal Employment Opportunity in all employment relations, including but not limited to employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship. The vendor, supplier,

contractor or subcontractor shall submit an Equal Employment Opportunity or Affirmative Action Program, when required, to the Department of Finance of the City of Wichita, Kansas, in accordance with the guidelines established for review and evaluation;

2. The vendor, supplier, contractor or subcontractor will, in all solicitations or advertisements for employees placed by or on behalf of the vendor, supplier, contractor or subcontractor, state that all qualified applicants will receive consideration for employment without regard to “race, religion, color, sex, disability, and age except where age is a bona fide occupational qualification, national origin or ancestry”. In all solicitations or advertisements for employees the vendor, supplier, contractor or subcontractor shall include the phrase “Equal Opportunity Employer”, or a similar phrase;

3. The vendor, supplier, contractor or subcontractor will furnish all information and reports required by the Department of Finance of said City for the purpose of investigation to ascertain compliance with Non-Discrimination – Equal Employment Opportunity Requirements. If the vendor, supplier, contractor, or subcontractor fails to comply with the manner in which he/she or it reports to the City in accordance with the provisions hereof, the vendor, supplier, contractor or subcontractor shall be deemed to have breached the present contract, purchase order or agreement and it may be canceled, terminated or suspended in whole or in part by the City or its agency; and further Civil Rights complaints, or investigations may be referred to the State;

4. The vendor, supplier, contractor or subcontractor shall include the provisions of Subsections 1 through 3 inclusive, of this present section in every subcontract, subpurchase order or subagreement so that such provisions will be binding upon each subcontractor, subvendor or subsupplier.

5. If the contractor fails to comply with the manner in which the contractor reports to the Department of Finance as stated above, the contractor shall be deemed to have breached this contract and it may be canceled, terminated or suspended in whole or in part by the contracting agency;

D. Exempted from these requirements are:

1. Those contractors, subcontractors, vendors or suppliers who have less than four (4) employees, whose contracts, purchase orders or agreements cumulatively total less than five thousand dollars (\$5,000) during the fiscal year of said City are exempt from any further Equal Employment Opportunity or Affirmative Action Program submittal.

2. Those vendors, suppliers, contractors or subcontractors who have already complied with the provisions set forth in this section by reason of holding a contract with the Federal government or contract involving Federal funds; provided that such contractor, subcontractor, vendor or supplier provides written notification of a compliance review

and determination of an acceptable compliance posture within a preceding forty-five (45) day period from the Federal agency involved.

05-0383  
Exhibit "B"

Kansas World Trade Center

Work Plan for 2005

- |         |   |
|---------|---|
| Goal #1 | Increase and improve educational services and products  |
|         | Strategy #1 Complete website educational resource and<br>continue technology upgrades                                       |
|         | Strategy #2 Develop and host instructional seminars quarterly   |
| Goal #2 | Broaden and maintain membership and client base   |
|         | Strategy #1 Contact members quarterly to ascertain needs  |
|         | Strategy #2 Continue update of database with volunteer interns  |
|         | Strategy #3 Develop program for regular contacts of non-members and<br>peer organizations/groups by staff and board members |
| Goal #3 | Increase pursuit of targeted grants   |
|         | Strategy #1 Utilize Ecivis software to identify possible grants   |
|         | Strategy #2 Submit grant proposals quarterly  |
| Goal #4 | Maintain and strengthen relationships   |
| City    | Strategy #1 Continue regular contact with Federal, State, County and<br>officials   |
|         | Strategy #2 Continue involvement with peer organizations  |
|         | Strategy #3 Increase partnering opportunities with government and peer<br>organizations                                     |

and Strategy #1 Continue press releases to acknowledge accomplishments  
programs

|             |   |
|-------------|---|
| Strategy #3 | Staff involvement in community organizations and programs |
|-------------|---|

# Kansas World Trade Center Business Accountabilities

## SERVICES TO BE PROVIDED

- ## OUTCOME GOALS



Increase international activity among client businesses as a result of the services of the KWTC.

Projected Outcomes:

1. Impact on international sales: Contribution to international sales value by KWTC clients during calendar year 2005 as reported to KWTC by Kansas companies. A third party auditor may confirm the claims of impact by KWTC clients based upon documentation provided by the clients to KWTC.

2. Contract Consulting: Consulting or group projects for Wichita and Kansas companies.

The pricing of individual consulting packages is dependent upon several factors, including time and length of project, complexity of project, and frequency of use of services by the customer.

3. Support opportunity to grow trade/cultural relationships with the City of Wichita's designated Sister Cities.

4. Reporting Measures: The City will receive quarterly reports from KWTC and be provided a complete third party audit report.

ECONOMIC DEVELOPMENT SERVICES AGREEMENT  
between the  
CITY OF WICHITA  
and the  
KANSAS WORLD TRADE CENTER

THIS AGREEMENT, entered into this \_\_\_\_ day of \_\_\_\_\_, 2005, by and between the City of Wichita (hereinafter referred to as the "City") and the Kansas World Trade Center (hereinafter referred to as "KWTC");

WHEREAS, the growth of local businesses and an educated workforce are critical to the City's economic future;

NOW THEREFORE, the parties do mutually agree as follows:

SECTION 1. ACCOUNTABILITIES and INCORPORATION BY  
REFERENCE

The KWTC agrees to carry out, under the direction of its President, programs in business expansion and workforce development designed to meet the objectives in Exhibits "B" and "C".

## SECTION 2. TIME of PERFORMANCE

The services of KWTC will commence January 1, 2005 and will continue under this agreement until completion, or no later than December 31, 2005.

## SECTION 3. REPORTS

The KWTC shall provide four (4) copies of the reports specified in Exhibit "C" to the City through regular KWTC Board of Directors meetings.

## SECTION 4. EQUAL OPPORTUNITY and AFFIRMATIVE ACTION

KWTC agrees to comply with the provisions set forth in Exhibit "A" during its performance under this agreement.

## SECTION 5. BUDGET

Professional Services:

|              |             |
|--------------|-------------|
| Total Budget | \$50,000.00 |
|--------------|-------------|

## SECTION 6. COMPENSATIONS and PAYMENTS

The total amount of compensation to be paid to KWTC under this agreement shall not exceed \$50,000. Payments under the 2005 budget will be made in quarterly installments. Each installment shall be in the amount of \$12,500.00. In the event the expenditures for the specified objectives are less than the budget, the City's share of the under-spending shall be promptly returned to the City.

## SECTION 7. APPENDICES

All exhibits referenced in this agreement are hereby incorporated as though fully set forth herein.

EXHIBIT "A" City of Wichita Revised Non-Discrimination and Equal Employment Opportunity/Affirmative Action Program Requirements Statement for Contracts and Agreements

EXHIBIT "B" 2005 Work Plan

EXHIBIT "C" Kansas World Trade Center Business Accountabilities

## SECTION 8. INDEPENDENT CONTRACTOR

KWTC and City agree that KWTC renders professional services under this agreement as an independent contractor and not as an officer, agent or employee of City.

#### SECTION 9. INTEREST of PUBLIC OFFICIALS and OTHERS

No officer or employee of City, no member of its governing body, and no other public official who exercises any functions or responsibilities in the review or approval of the undertaking or carrying out of this agreement shall participate in any decisions relating to this agreement which affects such person's personal interest or the interest of any corporation, partnership, or association in which such person is directly or indirectly interested, nor shall any officer or employee of City, any member of its governing body or any other public official have any interest, direct or indirect, in this agreement or the proceeds thereof.

#### SECTION 10. ASSIGNMENT

The rights and obligations of KWTC hereunder shall not be assigned to any other entity without the prior written approval of the City.

#### SECTION 11. CONSTRUCTION

This agreement shall be construed in accordance with the laws of the State of Kansas.

#### SECTION 12. AUTHORITY

Each person executing this Agreement represents and warrants that he or she is duly authorized to do so on behalf of an entity that is a party hereto.

#### SECTION 13. PROVISION RELATING to the BUDGET LAW and CASH BASIS LAW

The right of the City to enter into this Agreement is subject to the provisions of the Cash Basis Law (K.S.A. 10-1112 and 10-1113), the Budget Law (K.S.A. 79-2935) and other laws of the State of Kansas. This Agreement shall be construed and interpreted so as to ensure that the City shall at all times stay in conformity with such laws, and as a condition of this Agreement the City reserves the right to unilaterally sever, modify, or terminate this Agreement at any time if, in the opinion of its legal counsel, the Agreement may be deemed to violate the terms of such laws.

#### SECTION 14. TERMINATION of CONTRACT

A. Termination for Cause. If KWTC shall fail to fulfill in a timely and proper manner its obligations under this contract, or if KWTC shall violate any of the terms or conditions of this contract, City shall thereupon have the right to terminate this contract

by promptly giving written notice to KWTC of such termination and specifying the reasons for the termination and the effective date thereof. A breach shall include, but not be limited to, failure to comply with any or all items contained in this contract and its exhibits. The City shall not be obligated to compensate KWTC for services rendered after the date of giving of written notice of termination for cause.

B. Termination of Contract on Other Grounds. Except for paragraph A above, this contract may be terminated in whole or in part by either party, upon thirty (30) days written notice to the other party, stating the reason(s) for the termination and the effective date of the termination.

## SECTION 15. REPORTS and INFORMATION

Each calendar quarter during the term of this contract, KWTC shall furnish to the City, in such form as city may require, such statements, records, reports, data and information as the City requests pertaining to matters covered by this contract. All reports, information, data and other related materials, prepared or assembled by KWTC under this contract are confidential. KWTC will comply with the provision of state and federal regulations in regard to confidentiality of eligible participant records.

## SECTION 16. INDEMNIFICATION AGREEMENT

KWTC hereby expressly agrees and covenants that it will hold and save harmless and indemnify the City, its officers, agents, servants and employees from liability of any nature or kind connected with the work to be performed hereunder arising out of any act or omission of KWTC or of any employee or agent of KWTC or any of them.

## SECTION 17. NOTIFICATION

Notifications required pursuant to this contract shall be made in writing and mailed to the addresses shown below:

City: George Kolb  
City Manager  
City of Wichita  
455 N. Main  
Wichita, KS 67202

KWTC: Karyn Page  
President/CEO  
Kansas World Trade Center  
455 N. Main  
Wichita, KS 67202

## SECTION 18. AMENDMENTS

To provide necessary flexibility for the most effective execution of this contract, whenever both City and KWTC mutually agree, changes to this contract may be effected by placing them in written form and incorporating them into this contract when approved by the City Council and Board of KWTC.

CITY OF WICHITA

\_\_\_\_\_  
Carlos Mayans, Mayor

ATTEST:

\_\_\_\_\_  
Karen Sublett, City Clerk

KANSAS WORLD TRADE CENTER

\_\_\_\_\_  
Karyn Page, President/CEO

APPROVED AS TO FORM:

\_\_\_\_\_  
Gary Rebenstorf, City Attorney

**Agenda Item No. 7**

City of Wichita  
City Council Meeting  
April 26, 2005

Agenda Report No. 05-0384

TO: Mayor and City Council Members

SUBJECT: Change Order: Murdock Bridge over the Little Arkansas River (District VI)

INITIATED BY: Department of Public Works

AGENDA: Consent

Recommendation: Approve the Change Order.

Background: On June 22, 2004 the City Council approved a project to improve the Murdock Bridge over the Little Arkansas River. The bridge is being rehabilitated, rather than replaced, in order to preserve the historical integrity of the structure. As the work has progressed, conditions have been encountered that were not anticipated when the project was designed. After the deck was removed and beam repairs began, it was determined that the extent of repairs needed is much greater than planned. This has resulted in the need for shoring so that larger areas can be repaired at one time. The amount of beams repaired will almost be doubled. In addition, the amount of sidewalk repairs is greater than expected. The cost of this additional work is \$32,421. The cost of this work is \$29,819. The 24" waterline west of the bridge was found to be leaking at a point beyond the original plan replacement. Work was performed to dismantle the leaking 24" valves and reinstall them with additional blocking.

Analysis: A Change Order has been prepared for the additional work. Funding is available within the project budget.

Financial Considerations: The total cost of the additional work is \$62,240 with \$29,819 paid by the Water Utility, \$6,485 by General Obligation Bonds and \$25,936 by Federal Grants administered by the Kansas Department of Transportation. The original contract is \$1,387,116. This Change Order represents 4.49% of the original contract amount.

Legal Considerations: The Law Department has approved the Change Order as to legal form. The Change Order amount is within 25% of the construction contract cost limit set by the City Council policy.

Recommendation/Action: It is recommended that the City Council approve the Change Order and authorize the necessary signatures.

October 26, 2004

#### PUBLIC WORKS-ENGINEERING CHANGE ORDER

To: Dondlinger & Sons      Project: Water Main Replacement – Harry, Oliver to Woodlawn

Change Order No.: 3    Project No.: 448-89700

Purchase Order No.: 301361    OCA No.: 636116

CHARGE TO OCA No.: 636116    PPN: 772513

Please perform the following extra work at a cost not to exceed    \$11,950.00

There were originally 60 services estimated to be in need of repair, and 29 more are needed.

**OVERRUN:**

Long Water Service (1") – 4 ea @ \$550.00/ea = \$ 2,200.00

Short Water Service (1") – 25 ea @ \$450.00/ea = \$11,250.00

**UNDERRUN:**

Long Water Service (2") – 1 ea @ \$1,500.00/ea = (\$ 1,500.00)

Total \$11,950.00

Recommended By:    Approved:

\_\_\_\_\_  
Lawrence Schaller, P.E.  
Construction Engineer

\_\_\_\_\_  
Date    Jim Armour, P.E.  
Acting City Engineer

\_\_\_\_\_  
Date

Approved:    Approved:

\_\_\_\_\_  
Contractor    Date    Chris Carrier, P.E.  
Acting Director of Public Works

\_\_\_\_\_  
Date

Approved as to Form: By Order of the City Council:

\_\_\_\_\_  
Gary Rebenstorf  
Director of Law

\_\_\_\_\_  
Date    Carlos Mayans  
Mayor

\_\_\_\_\_  
Date

Attest: \_\_\_\_\_  
City Clerk

**Agenda Item No. 8**

City of Wichita  
City Council Meeting  
April 26, 2005

Agenda Report No. 05-0385

TO: Mayor and City Council

SUBJECT: 2005 Coventry Health Care Group Policy

INITIATED BY: Finance Department

AGENDA: Consent

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Recommendation: Approve the 2005 Health Care Group Policy.

Background: The City uses a Health Insurance Advisory Committee (HIAC) to monitor health insurance programs for employees, and recommend new/renewal programs or changes in health coverage and cost, as required. The Committee includes representatives from the Fraternal Order of Police, International Association of Firefighters, Service Employees International, Teamsters unions, as well as the (non-union) Employees Council and Management staff.

The City Council directed staff to receive competitive bids for the City of Wichita's 2005 health insurance plan. On October 12, 2004, the City Council accepted the recommendation of the Health Insurance Advisory Committee to approve Coventry Health Care of Kansas, Inc. as the medical and prescription drug provider for 2005 and 2006.

Analysis: The Coventry Health Insurance Company Group Policy summarizes the terms and conditions whereby Coventry has arranged for the provision of health care and prescription drug services in accordance with the Certificate of Coverage and riders attached to the Certificate for City employees, City Council members and retirees. The Group Policy also contains the 2005 premium rates and a 2006 rate cap guarantee previously approved by the City Council.

Financial Considerations: The Group Policy Rate Addendum formalizes the total monthly premiums of \$277.57/single and \$829.52/family, which is the rate previously approved by the City Council.

Legal Considerations: The Department of Law has approved the 2005 Coventry Health Care Group Policy as to form.

Recommendation/Action: It is recommended that the City Council approve the 2005 Coventry Health Care Group Policy and authorize the Mayor to sign.



## **Agenda Item # 9**

City of Wichita  
City Council Meeting  
April 26, 2005

Agenda Report No. 05-0386

TO: Mayor and City Council

SUBJECT: Security System for Transit Facilities (All Districts)

INITIATED BY: Wichita Transit

AGENDA: Consent Agenda

Recommendation: Approve the purchase.

Background: Wichita Transit has had a continuing interest in providing security for its two (2) facilities: the Transit Center at 214 S. Topeka and the Operations Center at 777 E. Waterman. On October 1, 2002, the City Council approved Sandifer Engineering and Controls, Inc. as the preferred vendor for security systems.

Analysis: The equipment represents a vital emergency response resource. The recommended measures will provide an adequate level of security at both facilities and has been approved by the City's Security Assessment Team.

Financial Considerations: The cost for the security items is \$151,041 and will be paid from federal (80 percent) and state (20 percent) grants.

Legal Consideration: Purchases in excess of \$25,000 are required to be authorized by the City Council.

Recommendations/Actions: It is recommended that the City Council approve the purchase and installation of the security measures with Sandifer Engineering.

## **Agenda Item No. 10**

City of Wichita  
City Council Meeting  
April 26, 2005

Agenda Report No. 05-0387

TO: Mayor and City Council

SUBJECT: Local Government Endorsement of Tax Credits for The Opportunity Project (TOP) under the Kansas Community Services Program Act

INITIATED BY: Metropolitan Area Planning Department

AGENDA: City Council Consent

Recommendations: The City Council should endorse the application of The Opportunity Project (TOP) for tax credits under the Kansas Department of Commerce's Community Service Program.

Background: TOP is applying to the Kansas Department of Commerce for tax credits under the department's Community Service Program. The tax credits will be used by TOP to help raise the remaining \$700,000 needed to build a new facility proposed for the former Logopedics Institute site near 21st Street North and Grove. TOP has already raised \$1.1 million of the \$1.8 million needed. The new facility will provide very low or no cost, high quality educational day care and preschool services to children living in poverty in Northeast Wichita. TOP is seeking a local government endorsement to increase its scoring in this competitive program.

Analysis: This project will further the objectives of the 21st Street North Corridor Revitalization Plan. It will provide high quality, literacy-based day care and preschool services to children in poverty.

Financial Considerations: There are no financial considerations for the City. An endorsement by the City does not obligate it in any way to fund TOP or the new facility.

Legal Considerations: There are no legal considerations for the City.

Recommendation/Actions: It is recommended that the City Council endorse the application of The Opportunity Project (TOP) for tax credits from the Kansas Department of Commerce's Community Service Program and authorize the Planning Director to sign the local government endorsement form on behalf of the City.

### **Agenda Item No. 11**

City of Wichita  
City Council Meeting

April 26, 2005

Agenda Report No. 05-0388

TO: Mayor and City Council

SUBJECT: Adopt Wichita Hazard Mitigation Plan

INITIATED BY: Department of Public Works (for Sedgwick County Emergency Management)

AGENDA: Consent

Recommendation: Adopt the plan.

Background: The Hazard Mitigation plan is required by the Department of Homeland Security (DHS) / Federal Emergency Management Agency (FEMA) as a result of the Disaster Mitigation Act of 2000 (DMA2000) (Public Law 106-390) in order to continue eligibility for mitigation funding. This is one of twenty-one plans required by DHS / FEMA for each community within Sedgwick County and the county itself. Twenty of the twenty-one entities have participated, produced and adopted their plan.

A Hazard Mitigation Task Force and Steering Committee was created on June 10, 2003. Entities represented on the committee include The City of Wichita, representatives of each of the other communities with the county, the county itself, school systems, hospital providers, voluntary agencies active in disasters and private enterprise. This body collectively supported and facilitated the creation of the plan and its initial review. The plan states that all of the City Council Members and eleven key City staff, including City Manager Chris Cherches, served as members of the Task Force.

Analysis: The purpose of this plan is to review past mitigation actions, current issues and potential projects to be considered as candidates for funding to help alleviate the impact of future disasters. Because this document is an on-going process, it will be subject to periodic update.

Financial Considerations: There are no costs to the City for creation of the plan. The Kansas Division of Emergency Management and Sedgwick County Emergency Management provided the planning services. It is necessary for the City to adopt the plan to remain eligible for future disaster mitigation funding.

Legal Considerations: A local multi-hazard mitigation plan is required under Public Law 106-390, The Disaster Mitigation Act of 2000 (DMA2000).

Recommendations/Actions: It is recommended that the City Council adopt the plan by placing the attached resolution on first reading.

### **Agenda Item No. 13**

City of Wichita  
City Council Meeting  
April 26, 2005

Agenda Report No. 05-0389

TO: Mayor and City Council Members

SUBJECT: A05-04R Request by Geraldine V. Faber Revocable Trust to annex lands generally located northeast of the intersection of 29th Street North & 119th Street West. (District V)

INITIATED BY: Metropolitan Area Planning Department

AGENDA: Planning (Consent)

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Recommendation: Place the annexation ordinance on first reading.

Background: The City has received a request to annex 16.8 acres of land generally located northeast of the intersection of 119th Street West & 29th Street North. The annexation area abuts the City of Wichita to the north, east, and south. The property owner proposes to develop approximately 11.51 acres as a limited commercial use and an additional 5.36 acres as general office use.

Analysis:

Land Use and Zoning: The proposed annexation consists of 16.8 acres of property currently zoned "SF-20" Single-Family District. Upon annexation, the zoning of the subject property will change to SF-5. The property owner intends to request a rezoning from "SF-5" Single-Family to "GO" General Office, and "LC" Limited Commercial. The property directly south of the proposed annexation is in agricultural use and is zoned "LC" Limited Commercial and "NR" Neighborhood Retail. The properties to the north and to the east of the proposed annexation are zoned "SF-5" Single-Family Residential and are currently in agricultural use. The Maize City Limits lies directly to the west of the subject property.

**Public Services:** Water connections are not currently available, but the extension of a 24" line on 29th Street along the south line of this property is planned later this year. Sewer connections are not currently available, but the owner could petition for an extension as a result of the sewers being constructed in the Fontana Addition.

**Street System:** The subject property borders 29th Street North and 119th Street West, both of which are paved, two-lane arterial roads.

The Sedgwick County Capital Improvement Program 2005-2009 and 2004 Transportation Improvement Program for the Wichita-Sedgwick County Metropolitan Area call for resurfacing of 119th from 21st to 53rd Street North in 2007. In addition, 29th Street North from 119th Street North to Maize Road is scheduled to be reconstructed and widened in 2006 according to the 2004 Transportation Improvement Program for the Wichita-Sedgwick County Metropolitan Area. The City of Wichita Capital Improvement Program (CIP) 2004-2013 has scheduled road improvements along 119th Street West and 29th Street North that are coordinated with the above mentioned projects. The CIP has scheduled construction along 119th Street West from 21st Street to 29th Street and 29th Street North from 119th Street to Tyler Street.

**Public Safety:** Fire services to this site can be provided by the City of Wichita within a nine (9) to ten (10) minute approximate response time from City Station No. 16 located at 1632 North Tyler. Upon annexation, police protection will be provided to the area by the Patrol West Bureau of the Wichita Police Department, headquartered at 661 N. Elder.

**Parks:** The West Meadows Park, a 1.5-acre park, is located to the south of the proposed annexation site. This already developed park contains a children's play area, a basketball/multi-use court, and a tennis court. In addition, a pathway and a potential future park are proposed approximately ½ mile to the west of the subject property, according to the 1996 Parks and Open Space Master Plan.

**School District:** The annexation property is part of the Unified School District 266 (Maize School District). Annexation will not change the school district.

**Comprehensive Plan:** The proposed annexation is consistent with the Wichita-Sedgwick County Comprehensive Plan. The annexation property falls within the 2010 Wichita Urban Service Area as shown in the Plan.

**Financial Considerations:** The current approximate appraised value of the proposed annexation lands, according to County records, is \$230,350 with a total assessed value of \$28,446. Using the current City levy (\$31.406/\$1000 x assessed valuation), this roughly yields \$832 in City annual tax revenues for the property. The future assessed value of this property will depend on the type and timing of any other developments on the proposed annexation property and the current mill levy. At this time, the property owner is anticipating the development of 147,000 SF of office and commercial space within the next five years. The unit value of the development is estimated at \$110/ SF; the total

value after completion is estimated at \$16,170,000. Assuming the current City levy remains about the same, this would roughly yield \$126,959 in City annual tax revenues.

Legal Considerations: The property is eligible for annexation under K.S.A. 12-519, et seq.

Recommendations/Actions: Approve the annexation request and first reading of the Ordinance.

### **Agenda Item No. 14**

City of Wichita  
City Council Meeting  
April 26, 2005

Agenda Report No. 05-0390

TO: Mayor and City Council Members

SUBJECT: A05-05R Request by Slawson Commercial Properties, LLC to annex lands generally located southwest of the intersection of Greenwich Rd. & 21st Street North.  
(District II)

INITIATED BY: Metropolitan Area Planning Department

AGENDA: Planning (Consent)

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Recommendation: Place the annexation ordinance on first reading.

Background: The City has received a request to annex 156 acres of land generally located southwest of the intersection of 21st Street North & Greenwich Rd. The annexation area abuts the City of Wichita to the north, east, and west of the proposed property. The property owner proposes to develop the site for limited commercial, general office, neighborhood office, and single-family (SF-5) use. The Oak Creek Community Unit Plan has been approved subject to platting. Existing structures have been or will be removed prior to development.

Analysis:

Land Use and Zoning: The proposed annexation consists of 156 acres of property currently zoned "SF-20" Single-Family District and "LC" Limited Commercial. On May 19, 2004, a zoning change was approved subject to platting the entire property within one year. Upon annexation and plat approval, the property will be rezoned to "LC" Limited

Commercial, “GO” General Office, “NO” Neighborhood Office, “SF-5” Single-Family Residential.

The property directly south of the proposed property is zoned “LI” Limited Industrial and “GI” General Industrial. Property to the west and portions of property to the north are zoned “SF-5” Single-Family District. To the north of the subject property is also zoned for a Planned Unit Development and Limited Commercial use. Property to the east of the subject property is zoned for “SF-20 & SF-5” Single-Family Residential.

#### Public Services:

This development has petitioned for water mains along Greenwich and internal to the development. There is an existing 36" water main on 21st Street. This development has also petitioned for sewer main along the north and east lines of the property (21st Street & Greenwich). They have also petitioned for sewer laterals internal to the development.

**Street System:** The subject property borders 21st Street North and Greenwich. 21st Street North is a paved, five-lane arterial road, while Greenwich is a paved, four-lane arterial road.

The City of Wichita Capital Improvement Program (CIP) 2004-2013 and the 2004 Transportation Improvement Program has scheduled road improvements along Greenwich from 29th Street North to Central, which will widen Greenwich along the east side of the subject property. The Sedgwick County Capital Improvement Program 2005-2009 does not call for improvements near the proposed annexation site.

**Public Safety:** Fire services to this site can be provided by the City of Wichita within a five (5) to six (6) minute approximate response time from City Station No. 18 located at 2808 North Webb. Upon annexation, police protection will be provided to the area by the Patrol East Bureau of the Wichita Police Department, headquartered at 350 S. Edgemoor.

**Parks:** The Northeast Sports Complex, a 60-acre park, is located to the north of the proposed annexation site. This greenway is currently being developed with soccer, softball, and baseball. In addition, the K-96 Bicycle Path runs to the north and to the east of the subject property according to the 1996 Parks and Open Space Master Plan.

**School District:** The annexation property is part of the Unified School District 259 (Wichita School District). Annexation will not change the school district.

**Comprehensive Plan:** The proposed annexation is consistent with the Wichita-Sedgwick County Comprehensive Plan. The annexation property falls within the 2010 Wichita Urban Service Area as shown in the Plan.

Financial Considerations: The current approximate appraised value of the proposed annexation lands, according to County records, is \$491,880 with a total assessed value of \$59,836. Using the current City levy (\$31.406/\$1000 x assessed valuation), this roughly yields \$1,777 in City annual tax revenues for the property. The future assessed value of this property will depend on the type and timing of any other developments on the proposed annexation property, and the current mill levy. At this time, the property owner is seeking final approval of a plat to develop 21.93 acres of single-family units and 24.18 acres of patios homes on the subject property within the next four years. The value of this residential development is estimated at \$35,000 per acre; a total value after completion is estimated at \$1,613,850. In addition to residential development, a 1,181,800 SF commercial structure is anticipated within the next ten years. The unit value of this commercial development is estimated at \$100/SF; the total value after completion is estimated at \$118,180,000. In sum, the total value of both the residential and commercial development after completion is estimated at \$119,793,850. Assuming the current City levy remains about the same, this would roughly yield \$940,561 in City annual tax revenues.

Legal Considerations: The property is eligible for annexation under K.S.A. 12-519, et seq.

Recommendations/Actions: Approve the annexation request and first reading of the Ordinance.

### **Agenda Item No. 15**

City of Wichita  
City Council Meeting  
April 26, 2005

Agenda Report No. 05-0391

TO: Mayor and City Council Members

SUBJECT: SUB 2004-143: Plat of Prairie Crossing 2nd Addition, Located West of 151st Street West and on the South Side of Central.

INITIATED BY: Metropolitan Area Planning Department

AGENDA ACTION: Planning (Consent)

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Staff Recommendation: Approve the plat.

MAPC Recommendation: Approve the plat. (11-0)



Background: This site, consisting of 13 lots on 43 acres, is a replat of the Prairie Crossing Addition that eliminates the lot bundling development. The site is located within three miles of Wichita's city limits.

Analysis: County petitions, 100 percent, have been submitted for street and drainage improvements; City petitions, 100 percent, have been submitted for future city water and sewer improvements. Both City and County Certificates of Petitions have also been submitted. A Developers' Covenant was provided and recorded with the plat of Prairie Crossing Addition. A Termination of Covenant has been provided to eliminate the conditions of the previously recorded Covenant.

This plat has been reviewed and approved by the Planning Commission, subject to conditions and recording within 30 days.

Legal Considerations: The Certificate (City) will be recorded with the Register of Deeds.

Recommendations/Actions: It is recommended that the City Council approve the documents and plat; authorize the necessary signatures and adopt the Resolutions.